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RIERS, § 702; 2 REDFIELD, RAILWAYS, § 171. The only justification for the older view is that railroads do not hold themselves out to carry baggage unless same is accompanied by the owner, and where those who buy tickets misrepresent their intentions as to the purpose contemplated, the non-liability of the carrier would seem just and reasonable. When travel was chiefly by stage, and the baggage constantly under the passenger's eye, the reason for the rule is obvious; but under modern transportation methods the baggage is not within the passenger's custody even if he is on the same train, and no authority can be exercised by him over it. The risk of carriage on the carrier is no different whether the owner is on the same train or another, and moreover, it is common knowledge that in many cases (by the rules of the carrier) a passenger is not allowed to accompany his baggage. Such conditions have stimulated a tendency of the courts in recent adjudications to adopt a rule in keeping with the modern methods of transportation, as evidenced by the decision in the principal case. *McKibben v. Wisconsin C. R. Co.*, 100 Minn. 270; *Logan v. Pontchartrain R. Co.*, 11 Rob. (La.) 24; *Warner v. Burlington & M. R. Co.*, 22 Ia. 166; *Moffatt v. Long Island R. Co.*, 123 App. Div. (N. Y.), 719; *Adger v. Blue Ridge R. Co.*, 71 S. C. 213; *Larned v. Central R. Co.*, 81 N. J. L. 571; See also authorities cited in 9 MICH. LAW REV. 707.

CARRIERS—SAFETY APPLIANCE ACT—COUPLING BETWEEN ENGINE AND TENDER.—Plaintiff sued to recover for the death of intestate, a fireman employed by defendant. Death resulted from the breaking of a coupling between the engine and tender. It was contended that the failure of the defendant to affix an automatic coupling between the engine and tender imposed the liability, because of the Acts of Congress, providing for such couplings. (27 ST. AT L. 531, ch. 196, sec. 2, and 32 ST. AT L. 943, ch. 976.) *Held*, that the phrase "trains, locomotives, tenders, cars," etc., did not apply to the coupling of tender and engine. *Pennell v. Phila. & R. R. Co.*, 34 Sup. Ct. 220.

The case is one of first impression, and its decision is based on the legislative intent. The purpose of the act was to prevent injury to those coupling cars. Since the engine and tender are not coupled from the ground, as are other cars, the court seems to have made a proper exception, despite the inclusive words of the statute.

CORPORATIONS—RIGHT OF FOREIGN CORPORATIONS TO RECOVER ON CONTRACTS MADE WITHOUT COMPLYING WITH STATUTORY REQUIREMENTS.—Plaintiff, a Tennessee corporation, entered into a contract with the Louisville Realty Company in Kentucky to do certain work in the construction of a building, without complying with the Kentucky statute which requires foreign corporations, before doing business in the state, to file with the Secretary of State a statement giving the location of its office or offices and the name of its agents thereat upon whom process can be served, and which further provides that any corporation doing business within the state without complying with the statute shall be guilty of a misdemeanor. Suit is brought to recover the sum claimed to be due on the contract. *Held*, that the statute was passed to